

**PROCEEDINGS OF THE BROWN COUNTY  
EDUCATION & RECREATION COMMITTEE**

Pursuant to Section 19.84 Wis. Stats., a regular meeting of the **Brown County Education & Recreation Committee** was held on Thursday, July 9, 2009 in Room 200 of the Northern Building – 305 East Walnut Street, Green Bay, WI

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**Present:** John VanderLeest-Chair; Jesse Brunette, Adam Warpinski  
**Excused:** Kathy Johnson, Pat Wetzel  
**Also Present:** Bill Dowell, Doug Hartman, Jon Rickaby, Rick Ledvina, Matt Kriese  
Neal Anderson, Scott Anthes, Gene Umberger,  
Lynn Stainbrook, Lori Denault, Terry Watermolen  
Jayme Sellen, Other Interested Parties, Media

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- I. **Call Meeting to Order:**  
The meeting was called to order by Chairman John VanderLeest at 5:30 p.m.

- II. **Approve/Modify Agenda:**  
Item #17 moved forward, although shown in proper format here.

**Motion made by Supervisor Warpinski and seconded by Supervisor Brunette to approve as amended. MOTION APPROVED UNANIMOUSLY**

- III. **Approve/Modify Minutes of June 4, 2009:**

**Motion made by Supervisor Warpinski and seconded by Supervisor Brunette to approve. MOTION APPROVED UNANIMOUSLY**

1. **Review Minutes of:**  
a. **Library Board (94/16/09 & 5/21/09)**  
b. **Neville Public Museum (06/22/09)**

**Motion made by Supervisor Warpinski and seconded by Supervisor Brunette to receive and place on file. MOTION APPROVED UNANIMOUSLY**

*(#17 taken at this point on the agenda)*

**Communications:**

2. **Communication from Supervisor VanderLeest re: Request for each Standing Committee to forward a list of priorities to the County Executive for preparation of the 2010 budget. (Referred from June County Board):**

Chairman VanderLeest noted that the Executive Committee held this request for one month to allow time for County Board members to develop their priorities related to the 2010 budget. He suggested this committee do the same and at the

August meeting, priorities will be discussed and forwarded to the County Executive for his consideration.

**Motion made by Supervisor Brunette and seconded by Supervisor Warpinski to hold until the August meeting for committee members to develop priorities related to the 2010 budget which can be forwarded to the County Board and County Executive.**

**MOTION APPROVED UNANIMOUSLY**

3. **Communication from Supervisor Knier re: Parks Committee to improve signage to clearly outline the Fonferek property. (Referred from June meeting with motion: To hold for one month and have staff come back with a list of where they are placing their signs and request Supervisor Knier's input on where she feels the signs should be):**

Doug Hartman distributed a list of 26 signs to be placed at Fonferek Park, along with a map showing suggested placement and pictures of the various signs (attached). He stated that he spoke with Supervisor Knier who was acceptable to the plan.

**Motion made by Supervisor Brunette and seconded by Supervisor Warpinski to approve. MOTION APPROVED UNANIMOUSLY**

**Museum:**

4. **Attendance & Admission May 2009:**

Gene Umberger reported that admission is ahead of this date last year.

**Motion made by Supervisor Warpinski and seconded by Supervisor Brunette to receive and place on file. MOTION APPROVED UNANIMOUSLY**

5. **Budget Status Financial Report for May 31, 2009:**

Umberger reported that most categories are within budget with salaries and fringe benefits below due to the vacant Curator of History position. He stated that interviews are being held for the Curator position and is anticipated to be filled by fall.

**Motion made by Supervisor Warpinski and seconded by Supervisor Brunette to receive and place on file. MOTION APPROVED UNANIMOUSLY**

6. **Director's Report:**

Gene Umberger highlighted items from his written report which is attached:

- "Spiders" exhibit has been extended through May, 2010.
- Design of a new internal visitors map has been completed by NWTC and will be printed by them this fall.
- A membership campaign is in the planning stages for the last quarter of this year. NWTC is designing a new brochure.
- "Musepaper" will be out within the week with approximately 1000 displayed at Festival Foods.
- The E-Newsletter sent out the first Tuesday of each month now has over 3,000 people receiving it.

- A meeting has been held with the Packer Organization to discuss the potential of selling the videos which have been on display at the Museum on DVD.

**Motion made by Supervisor Brunette and seconded by Supervisor Warpinski to receive and place on file.**

**MOTION APPROVED UNANIMOUSLY**

**Golf Course:**

7. **Request for Budget Transfer (#09-40): Change in any item within Outlay account which requires the transfer of funds from any other major budget category or the transfer of Outlay funds to another major budget category: Pond on Hole #17 to be dredged:**

Scott Anthes explained that in 2009 the Golf Course budgeted \$20,000 in capital outlay for dredging of the pond on Hole #17. Administration has deemed this a maintenance expense, therefore, has requested that \$20,000 be transferred from the Capital Outlay-Equipment account to Grounds Maintenance.

**Motion made by Supervisor Warpinski and seconded by Supervisor Brunette to approve. MOTION APPROVED UNANIMOUSLY**

8. **Financial Statistics – June 21, 2009, and Budget Status Report – May 31, 2009:**

Anthes reported that rounds or play and revenue are slightly up over last year, with the sale of season passes down over previous years. Cart sales are up, speculated to be because of senior specials. Restaurant revenue is increased.

Chairman VanderLeest suggested that youth play be promoted.

**Motion made by Supervisor Brunette and seconded by Supervisor Warpinski to receive and place on file.**

**MOTION APPROVED UNANIMOUSLY**

9. **Superintendent's Report:**

Anthes reported that Dean Distributing/Budweiser has canceled their outing on Monday, 7/13/09, due to lack of participants. Outings that are going forward include:

7/11 & 7/12 – Men's Club Championship  
7/20/09 – Wisconsin Hospital Association  
7/22/09 – Brown County Volunteers  
8/7, 8/8, & 8/9 – Brown County Men's Amateur

Construction has begun on a storage building, and on the forward tees, with #2 completed. In addition, two bunkers have been repaired. Chairman VanderLeest pointed out that additional sand is needed on Hole #12:

**Motion made by Supervisor Warpinski and seconded by Supervisor Brunette to receive and place on file. MOTION APPROVED UNANIMOUSLY**

**NEW ZOO:**

10. **Request for Budget Transfer (#09-36): Increase in Expenditures with Offsetting Increase in Revenues: Request to increase restricted donations by \$1,532.25 with offsetting increase in restricted Grounds Maintenance:**

Neal Anderson explained that restricted revenue was received in the amount of \$1,532.25 generated from the NEW Zoo Volunteer Landscape Crew plant sale. Funds are to be used specifically for the purpose of purchasing landscape materials/plants for the zoo. The request is to increase restricted donations by this amount with offsetting increase in restricted Grounds Maintenance.

**Motion made by Supervisor Warpinski and seconded by Supervisor Brunette to approve. MOTION APPROVED UNANIMOUSLY**

11. **Zoo Monthly Activity Report:**

a) **Visitor Center Operation Reports:**

i. **Admission Revenue Attendance 2009 Report:**

An updated attendance report was distributed and is attached.

**Motion made by Supervisor Warpinski and seconded by Supervisor Brunette to receive and place on file.  
MOTION APPROVED UNANIMOUSLY**

ii. **Gift Shop Concessions Revenue 2009 Report:**

An updated gift shop concessions revenue report for June 2009 was distributed and is attached.

**Motion made by Supervisor Warpinski and seconded by Supervisor Brunette to receive and place on file.  
MOTION APPROVED UNANIMOUSLY**

b) **Curator's Report – Animal Collection Report June 4-11, 2009:**

In addition to the written report in packet material, Mr. Anderson reported the following:

Feast with the Beasts will be held on Monday, August 3<sup>rd</sup>, 2009. The Zoological Society, along with the Wisconsin Restaurant Association is sponsoring the event, which will include over 35 booths representing restaurants, catering services, and food and beverage distributors (Details attached).

The NEW Zoo and WLUK Fox 11 will hold S.A.F.E. (Safety, Animal Awareness, Fitness and good Eating Habits) Wellness Day on Saturday, July 11, 2009 from 10 am. to 4 pm. (See attachment for details)

**Motion made by Supervisor Warpinski and seconded by Supervisor Brunette to receive and place on file.  
MOTION APPROVED UNANIMOUSLY**

c) **Education & Volunteer Programs Report June 2009:**

A total of 1508 volunteer hours were reported from 5/25 to 6/22/09.

**Motion made by Supervisor Warpinski and seconded by Supervisor Brunette to receive and place on file.**

**MOTION APPROVED UNANIMOUSLY**

12. **Budget Status Financial Report for May 31, 2009:**

All cost categories are within budget.

**Motion made by Supervisor Warpinski and seconded by Supervisor Brunette to receive and place on file. MOTION APPROVED UNANIMOUSLY**

**Library:**

13. **Budget Status Report for May 31, 2009:**

Expenses are currently under budget for Information Service chargebacks and utilities. Funds for print management, wireless printing, E-commerce, and library automation have not yet been expended. Donation revenue is currently below the projected amount.

**Motion made by Supervisor Warpinski and seconded by Supervisor Brunette to receive and place on file. MOTION APPROVED UNANIMOUSLY**

14. **Director's Report:**

Lynn Stainbrook highlighted activities from her written report (attached) as follows:

- The Library has been working cooperatively with Barkhausen, the NEW Zoo, the Museum, and UWGB on various activities.
- New soffets have been installed at the Southwest Branch; trim has been painted at the Ashwaubenon Branch; the parking lot at the Weyers-Hillard Branch has been sealed and striping painted, along with some landscaping done.
- Boldt Construction is in the process of conducting an engineering assessment at the Central Library and a written report is expected within six weeks.
- An energy audit on the five buildings will begin on July 21<sup>st</sup>.
- Two computer laptops have been donated by Friends of the Library to be used in various places in the library.
- Pictures were distributed to the committee from the Southwest Branch annual party.

The OWLS (automation agreement) has fallen through because of various issues. Alternatives are being researched.

Ms. Stainbrook distributed a letter written to Governor Jim Doyle (attached) relative to the fact that the Brown County Library will not be receiving any benefits from the federal economic stimulus package. She expressed disappointment, pointing out how people are being helped in these tight economic times by using computers to locate job openings, to apply online, to create e-mail, and to take tests. In addition there is free information for life skills, parenting, health, basic repair and maintenance, activities for families, etc.

Chairman VanderLeest suggested that an informal sub-committee be formed consisting of staff, area legislators, Library Board members, etc. to discuss issues and options for the Brown County library system.

**Motion made by Supervisor Warpinski and seconded by Supervisor Brunette to receive and place on file. MOTION APPROVED UNANIMOUSLY**

**Resch Centre/Arena/ShopKo Hall**

**15. May Attendance for the Brown County Veterans Memorial Complex:**

**Motion made by Supervisor Warpinski and seconded by Supervisor Brunette to receive and place on file. MOTION APPROVED UNANIMOUSLY**

**Parks:**

**16. Request to approve park areas open for hunting during the 2009 season:**

Six managed hunts for white-tailed deer are scheduled during the 2009 Wisconsin hunting season at Brown County parks. Limits, daily hours, and licenses are in accordance with those established by the DNR.

**Motion made by Supervisor Warpinski and seconded by Supervisor Brunette to approve. MOTION APPROVED UNANIMOUSLY**

**17. Approval of Memorandum of Understanding between WDNR and Brown County for the moving, reconstruction, maintenance, and management of the Jean Nicolet statue and bronze marker to Wequiock Falls County Park:**

Doug Hartman requested approval of the Memorandum of Understanding, an agreement between the DNR and Brown County to move the Jean Nicolet statue from its present location on Highway 57 to Wequiock Falls County Park. The DNR will pay for the move and Brown County will be responsible for preparation of the site and future maintenance which Hartman stated will be minimal.

**Motion made by Supervisor Warpinski and seconded by Supervisor Brunette to approve. MOTION APPROVED UNANIMOUSLY**

**18. Request for Budget Transfer (#09-37): Increase in Expenditures with Offsetting Increase in Revenue: To reflect additional grant funding and donations, along with a transfer from the Port to cover the costs of the Historical Signage Project, Fox River Trail. (This item was approved at the June Planning, Development & Transportation meeting):**

This request increases expenditures and offsetting revenues to reflect additional grant funding and donations, along with a transfer from the Port to cover costs of the Historical Signage Project (12 signs) on the Fox River Trail. Chairman VanderLeest expressed thanks to Leadership Green Bay who has been cooperative in this effort. A receiving ceremony will be held in August.

**Motion made by Supervisor Warpinski and seconded by Supervisor Brunette to approve. MOTION APPROVED UNANIMOUSLY**

19. **Budget Status Financial Report for May 31, 2009:**

Bill Dowell reported that expenditures and revenues are on track to meet year end budget goals.

**Motion made by Supervisor Warpinski and seconded by Supervisor Brunette to receive and place on file. MOTION APPROVED UNANIMOUSLY**

20. **Director's Report for May 2009:**

In addition to written staff reports in packet material, the following activities were highlighted:

Doug Hartman reported that Marv Hanson, who was not present at the meeting, has been very busy with various summer activities at the fairgrounds.

**Matt Kriese** - Reported he has been busy with environmental educational programs for day care groups at Barkhausen; a Bayport High School students field trip; risk actions; and general maintenance on the Mountain Bay and Fox River trails, and at the Suamico Boat Landing.

**Rick Ledvina** – Stated that Bayshore Park was full with boaters and campers over the 4<sup>th</sup> of July and continues to be 85% full. In addition, this is “bride season” at Pamperin Park; short term issues have been completed at the Dog Park and volunteers are working to reach their budget goals; an observation deck has been completed at Wequiock Falls.

**Jon Rickaby** – Playground work has been completed at various park locations and areas mulched. Pre-prep work has been done for the Mayan building at the Zoo, including trenching of communication lines. Renovation of the reindeer exhibit has been completed and shelter rentals continue to be full.

The Brown County Employee Picnic will be held on Tuesday, July 14<sup>th</sup>, at the Reforestation Camp.

Supervisor Brunette asked the status of the Dog Waste Ordinance and Mr. Hartman reported that he has been working with Corporation Counsel, John Luetscher, regarding changes to the ordinance which will be presented at the August meeting. Hartman stated that Chapter 8, Park Rules, does allow for the issuance of citations if not picking up waste.

**Motion made by Supervisor Warpinski and seconded by Supervisor Brunette to receive and place on file. MOTION APPROVED UNANIMOUSLY**

20a. **Approval of MOU for establishment of a Children's Memorial Garden at Pamperin Park:**

A Memorandum of Understanding was presented for the purpose of establishing a Children's Memorial Garden at Pamperin Park. The garden is being financed by donations. Chairman VanderLeest suggested that a Friends Group be established to help with maintenance on a two time a year basis.

**Motion made by Supervisor Warpinski and seconded by Supervisor Brunette to approve the MOU and to encourage the organizers to create a Friend's Group which can assist Brown County with maintenance activities two times yearly. MOTION APPROVED UNANIMOUSLY**

**20b. Approval of RFP for Design Services for a Pavement Extension Project on the Fox River State Recreational Trail:**

Hartman explained that he has received grant approval for stimulus monies to complete two additional miles on the Fox River trail through a transportation enhancement program. This project will be bid and let by the State of Wisconsin. A design plan is required by the state by December 1<sup>st</sup>. Attached is a Request for Proposal for that purpose, with a required response date of August 10<sup>th</sup>, 2009.

**Motion made by Supervisor Warpinski and seconded by Supervisor Brunette to receive and place on file. MOTION APPROVED UNANIMOUSLY**

**Other:**

**21. Audit of Bills:**

August 6, 2009 bills were not available for audit.

**21. Such Other Matters as Authorized by Law:**

**Next Meeting:**

**August 6, 2009**

**The September meeting will be cancelled and instead held on August 20<sup>th</sup> at the Brown County Fairgrounds.**

**Motion made by Supervisor Warpinski and seconded by Supervisor Brunette to adjourn at 7:10 p.m. MOTION APPROVED UNANIMOUSLY**

Respectfully submitted,

Rae G. Knippel  
Recording Secretary

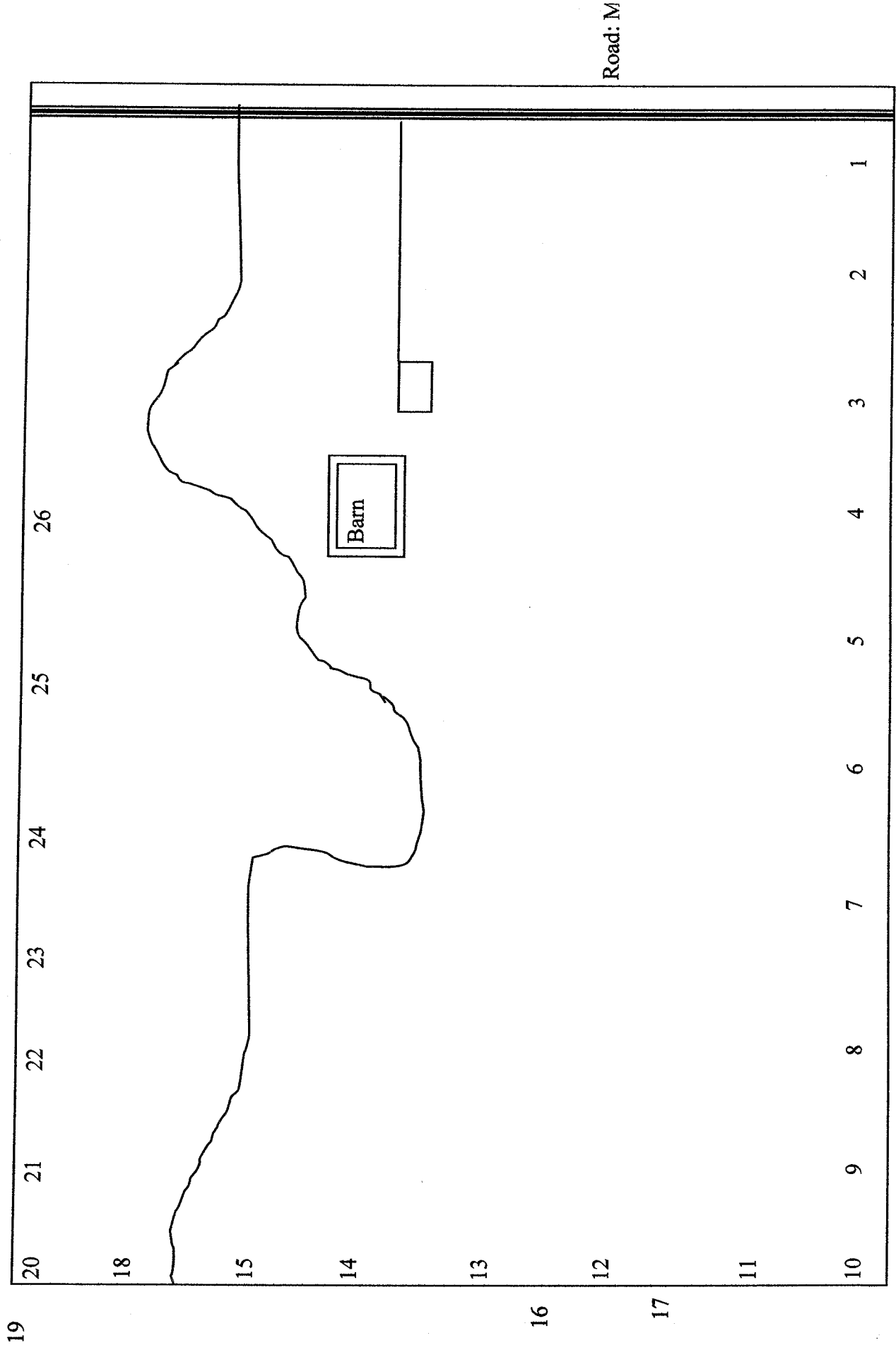


# Boundary Sign Inspection Descriptions-2009

#	Sign Description	OK	Comments:
1	Park Boundary Sign SW Corner		
2	Park Boundary Sign West Line		
3	Park Boundary Sign West Line		
4	Park Boundary Sign West Line		
5	Park Boundary Sign West Line		
6	Park Boundary Sign West Line		
7	Park Boundary Sign West Line		
8	Park Boundary Sign West Line		
9	Park Boundary Sign West Line		
10	Private Property Sign/ Do Not Enter NW Corner		
11	Private Property Sign/ Do Not Enter North Line		
12	Private Property Sign/ Do Not Enter North Line		
13	Private Property Sign/ Do Not Enter North Line		
14	Private Property Sign/ Do Not Enter North Line		
15	Private Property Sign/ Do Not Enter		

	North Line			
16	Park Boundary Sign North Line			
17	Park Boundary Sign North Line			
18	Private Property Sign/ Do Not Enter North Line			
19	Park Boundary Sign NE Corner			
20	Private Property Sign/ Do Not Enter NE Corner			
21	Park Boundary Sign East Line			
22	Park Boundary Sign East Line			
23	Park Boundary Sign East Line			
24	Private Property Sign/ Do Not Enter East Line			
25	Park Boundary Sign East Line			
26	Park Boundary Sign East Line			
Employee:			Manager/Supervisor:	
Employee Signature			Signature:	

# Fonferek Park Boundary Signs



**PRIVATE PROPERTY**

**BEYOND THIS  
POINT**

**DO NOT ENTER**

**BROWN COUNTY FACILITY & PARKS DEPT**

RAF

**Education & Recreation Meeting**  
**7/9/09**

**Museum Report – June**

**Exhibits**

- *Spiders!* now extended through May 23 (closed for one week, Nov. 9-13, for transfer to 2<sup>nd</sup> floor gallery)
- Work progresses on completing a new video kiosk for the Frankenthal Gallery as a complement to the photo wall. Kiosk itself constructed, now Louise Pfotenhauer and staff will work on developing a program that will showcase a larger number of images.

**Programs** (in addition to ongoing series, such as Natural History Lecture Series, International Film Series, Geology Club and Astronomical Society programs, etc.)

- Presentation on July 9 by Rafael Francisco Salas in the Neville theater and also in the exhibit about his art work

**Miscellaneous**

- Design of new map for internal use by visitors completed. Amy Porter's design was chosen from Mary Sue Fenner's Graphics Arts's class at NWTC. Staff suggested further improvements. The map will be printed this coming fall by NWTC.
- County focus on safety issues. Working with Mike Parins, consultant to Brown County.

**Neville Public Museum Foundation Report**

**In the Media**

- "Museum Volunteers," in Community Snapshots section of *Green Bay Press-Gazette* (June 10)
- Matt Welter, Curator of Education, appeared with Angela Kelly on Fox 11
- Awarded 2009 Best of the Bay, *Green Bay Press-Gazette* Reader's Choice Award—Museum chosen as the winner under "Local Museums"

**Friends of the Neville Membership**

- Membership campaign in planning stages for the last quarter of this year
- Mary Sue Fenner's NWTC Class will be designing a new membership brochure this fall

**Gift Shop**

- New T-shirts, Golf shirts and tote bags with NPM logo being ordered

## Marketing

- *Musepaper* will be out within the week
  - Approximately 1000 will be displayed at Festival Foods
- E-Newsletter sent out first Tuesday of each month: now over 3,000 people are currently receiving it
- Archetype has agreed to
  - Work on updating logo
  - Develop new museum brochure

**NEW ZOO**

*Brown County*

4418 REFORESTATION ROAD  
GREEN BAY, WISCONSIN 54313

PHONE (920) 434-7841 ext. 101 FAX (920) 434-4162



MARIA A. FISHER

OPERATIONS MANAGER

**For Immediate Release**

**The NEW Zoo and WLUK Fox 11 are excited to announce the 2nd annual:**



**S.A.F.E. AND WELLNESS DAY**

...promoting Safety, Animal Awareness, Fitness and good Eating Habits for a healthier, happier you and Wellness will be the byproduct of following a S.A.F.E. lifestyle!



**Saturday, July 11, 2009**

**10:00am-4:00pm**

(The Zoo will be open during regular business hours from 9am-6pm.)

**BayCare Clinic S.A.F.E. and Wellness Day will feature:**

- **Free** bike helmets and fittings (while supplies last)
- **Free** nutritional snack (while supplies last) and information on Refractive eye surgery
- **Free** ear plugs (while supplies last) and information on the importance of hearing protection
- Eagle III: Fly-In and demonstration from 11am – 12noon
- YMCA: Bounce House and activities
- **Free** face painting
- Little Gym: Fitness activities for kids
- D.A.R.E. Corvette: Information on substance abuse
- Suamico Fire Department: Fire trucks and truck tours
- Hooked On Hooping: Not just for kids! 10am – 12noon
- Terry Naturally: Eat “gluten free” demonstration and olive oil samples
- **Free** balloons for the kids (while supplies last)
- **Free** tote bag (one per family)
- Hand washing and hand sanitizing stations
- **Free** SPF 15 lip balm (while supplies last) compliments
- Animal and Zoo safety programming in the amphitheater
- Mock-Animal escape drill
- **And much, much more including performances by Mr. Billy at 12:30pm and 2:30pm!!!**

Whether you're 7 or 70, **BayCare Clinic S.A.F.E. and Wellness Day** will feature something special for you!

You're invited to enjoy the festivities for the mere cost of admission!

Admission: \$3/Children, \$3/Senior Citizens (62 yrs.+), \$5/Adult (16 yrs.+) and \$15/Families (2 adults + up to 6 children (< 18yrs.)) in the same household)

**Any day is a great day at the Zoo - but this day could change your life!**

-end-

NEW ZOO

Brown County



Event Media Contact: Maria Fisher-Operations Manager (920) 434-7841 ext. 101

FOR IMMEDIATE RELEASE



## NEW Zoo Palooza

Don't miss this rockin' event  
at the NEW Zoo!!

Saturday July 25<sup>th</sup>, 10:00-4:00

Reggae, Polka and Karaoke...and its happening at  
the NEW Zoo!

Featured festivities include the fabulous music  
from the local, *live* bands:

### **New Found Flavor & Jerry Voelker & the Jolly Gents**

Aside from incredible tunes, kids will have a ball in our special event area filled with children's inflatables brought to you by Fun Pros! Also, we will have a Picture Booth onsite – get your free, instant photo strips of your family during the event brought to you by Picture-Booth!

Scrumptious grilled food, booyah by "The Booyah King", beer and wine will be available under a huge tent outdoors.

Your back stage pass to attend NEW Zoo Palooza is included with regular zoo admission fees! A family full day of family fun awaits! The Zoo will be open during regular business hours from 9:00 a.m. to 6:00 p.m.

**Regular admission fees are: Children 2 & under-free; Children 3-15 & Seniors 62 and over-\$3,  
Adults-\$5 and Family-\$15**

The NEW Zoo is located at 4418 Reforestation Rd, Green Bay, WI 54313

-end-

*The NEW Zoo is an always new, natural adventure that promotes recreation,  
education and conservation through encounters with live animals*

*The NEW Zoo is one of only six AZA accredited zoos in the country that does not receive  
local or regional public tax support for the its annual operations*





N.E.W. ZOOLOGICAL SOCIETY, INC.  
P.O. BOX 12647  
GREEN BAY WI 54307-2647  
PHONE (920) 434-6814

CONTACT  
CARLA KRAWCZYK  
COORDINATOR



# “Feast with the Beasts”

A Taste of Green Bay!

**Monday, August 3rd, 6pm until 8pm at the NEW Zoo  
In Suamico**

The N.E.W. Zoological Society along with the Wisconsin Restaurant Association is pleased to bring this 10<sup>th</sup> annual safari of culinary delights to the NEW Zoo. The event will feature over 35 booths representing restaurants, catering services, and food and beverage distributors.

Enjoy the sights and sounds of the NEW Zoo as you sample the many culinary delights. There will be up close encounters with the zoo animals and live remotes featuring 95.9 KISS FM and 104.9 KICKS FM.

Featured Restaurants and Beverage distributors include 1951 West, 7-up, Big D's Bar & Grill, Big Tomatoes, Black & Tan Grille, Black Forest, The Bluff, Bouchee Catering, Broadway Lounge, Caliente, Captain's Walk Winery, Chefusion, Culver's, Eagles Nest, General Beverage, Kay Dist., Krystal Kleer Ice, La Java, Legends, Lorrie's Hometown Café, Los Banditos, Noodles & Co., Olsen's Piggly Wiggly, Pepsi, Plae Bistro, The Ravine, Rite Place, Rite View, Rivers Bend, St Brendan's Inn, Subway, Texas Roadhouse, Titledown Brewing, Tundra Lodge and the von Stiehl Winery.

Tickets are \$25.00 in advance, \$30.00 at the door and can be purchased at the NEW Zoo gift shop, 1951 West at the Rock Garden, Bank Mutual (Monroe Street Branch), Los Banditos East and West, Olsen's Piggly Wiggly in Howard, participating restaurants and beverage distributors, or by calling the N.E.W. Zoological Society at (920) 434-6814. Limited tickets available!

**COME OUT AND ENJOY!**

**Event Sponsors**



**NEW ZOO  
ADMISSIONS REVENUE ATTENDANCE  
2008 REPORT  
2007, 2008 2009**

**ATTENDANCE**

MONTH	2007	2008	2009
January	1,116	624	806
February	423	456	2,524
March	8,966	5,879	6,941
April	20,796	12,810	22,456
May	38,119	37,908	42,282
June	45,991	48,832	53,597
July	41,367	49,316	
August	38,569	47,697	
September	21,531	16,974	
October	29,664	23,657	
November	2,530	3,222	
December	2,109	1,531	
<b>TOTAL</b>	<b>251,201</b>	<b>248,906</b>	<b>128,606</b>

**ADMISSION & DONATIONS**

	2007		2008		2009		TOTAL	(-)/(+)	2007		2008		2009	
	ADMISSIONS	DONATION BIN	TOTAL	ADMISSIONS	DONATION BIN	TOTAL			ADMISSIONS	DONATION BIN	PER CAP	PER CAP	PER CAP	PER CAP
MONTH														
January	2,285.00	188.00	2,473.00	1,250.00	7.41	1,257.41	1,773.00	1,042.55	1558.14	2.05	2.02	\$3.49		
February	609.00	25.00	634.00	991.00	41.00	1,032.00	5,750.25	600.36	5392.36	1.44	2.26	2.31		
March	17,433.00	384.72	17,817.72	11,202.25	123.50	11,325.75	15,750.25	281.06	4705.56	1.94	1.93	2.31		
April	46,465.79	480.42	46,946.21	32,309.50	199.01	32,508.51	39,286.50	718.31	6977.00	2.23	2.54	1.75		
May	89,223.65	577.00	89,800.65	116,001.08	766.00	116,767.08	123,197.16	755.50	7196.08	2.34	3.08	2.91		
June	89,051.25	781.07	89,832.32	109,245.17	897.13	110,142.30	117,308.93	845.03	8011.66	1.94	2.26	2.19		
July	93,294.00	1,269.19	94,563.19	131,969.25	372.75	132,342.00			0.00	2.26	2.68			
August	76,362.15	456.75	76,818.90	136,314.66	917.00	137,231.66			0.00	2.05	2.88			
September	49,848.00	1,051.83	50,899.83	50,356.81	1,359.25	51,716.06			0.00	2.32	3.05			
October	23,830.00	180.50	24,010.50	29,118.75	560.96	29,679.71			0.00	0.83	1.25			
November	5,245.00	248.00	5,493.00	8,643.47	1,822.94	10,466.41			0.00	2.07	3.25			
December	4,302.00	365.50	4,667.50	4,298.11	1,306.92	5,605.03			0.00	2.04	3.66			
TOTAL	\$497,948.84	\$6,007.98	\$503,956.82	\$631,700.05	\$8,373.87	\$640,073.92	\$303,139.84	\$4,242.81	\$33,840.80	1.96	2.57	\$2.49		

**NEW ZOO  
GIFT SHOP, CONCESSIONS  
ZOO PASS REVENUE**

**2009 REPORT  
2007, 2008, 2009**

GIFT SHOP MONTH					2007	2008	2009
					PER	PER	PER
					CAP	CAP	CAP
	2007	2008	2009	(-)/(+)			
January	\$ 1,057.28	\$ 595.37	\$ 830.17	\$ 234.80	\$ 0.95	\$ 0.95	\$1.03
February	\$ 360.74	\$ 729.81	\$ 2,830.32	\$ 2,100.51	\$ 0.85	\$ 1.60	\$1.12
March	\$ 9,630.08	\$ 5,757.22	\$ 5,913.59	\$ 156.37	\$ 1.07	\$ 0.98	\$0.87
April	\$ 18,055.50	\$ 11,995.58	\$ 15,107.46	\$ 3,111.88	\$ 0.87	\$ 0.94	\$0.67
May	\$ 37,708.56	\$ 38,492.16	\$ 36,771.02	(\$1,721.14)	\$ 0.99	\$ 1.02	\$0.87
June	\$47,175.63	\$41,888.73	\$44,494.48	\$ 2,605.75	\$ 1.03	\$ 0.86	\$0.83
July	\$ 43,480.04	\$ 49,126.63			\$ 1.05	\$ 1.00	
August	\$ 37,338.16	\$ 47,225.06			\$ 0.97	\$ 0.99	
September	\$ 16,935.84	\$ 13,785.69			\$ 0.79	\$ 0.81	
October	\$ 10,812.31	\$ 10,721.05			\$ 0.36	\$ 0.45	
November	\$ 1,705.64	\$ 2,416.52			\$ 0.67	\$ 0.75	
December	\$2,615.02	\$1,650.35			\$ 1.24	\$ 1.08	
<b>TOTAL</b>	<b>\$ 226,874.80</b>	<b>\$ 224,384.17</b>	<b>\$ 105,947.04</b>	<b>\$ 6,488.17</b>	<b>\$ 0.90</b>	<b>\$ 0.95</b>	<b>\$ 0.90</b>

CONCESSIONS MONTH					2007	2008	2009
					PER	PER	PER
					CAP	CAP	CAP
	2007	2008	2009	(-)/(+)			
January	\$ 729.43	\$ 504.56	\$ 589.33	\$ 84.77	0.65	0.81	0.73
February	\$ 238.15	\$ 519.75	\$ 1,773.79	\$ 1,254.04	0.56	1.14	0.70
March	\$ 5,530.11	\$ 3,085.18	\$ 4,509.88	\$ 1,424.70	0.62	0.52	0.66
April	\$ 14,162.21	\$ 9,874.56	\$ 13,320.22	\$ 3,445.66	0.68	0.77	0.59
May	\$ 24,217.84	\$ 26,304.66	\$ 32,991.35	\$ 6,686.69	0.64	0.69	0.78
June	\$35,845.68	\$39,309.12	\$38,201.67	(1,107.43)	0.78	0.80	0.71
July	\$ 34,655.67	\$ 35,774.78			0.84	0.73	
August	\$ 31,121.00	\$ 38,943.79			0.81	0.82	
September	\$ 16,668.64	\$ 12,100.87			0.77	0.71	
October	\$ 18,351.34	\$ 17,378.85			0.62	0.73	
November	\$ 1,345.04	\$ 1,842.95			0.53	0.57	
December	\$ 1,189.93	\$ 1,730.81			0.56	1.13	
<b>TOTAL</b>	<b>\$ 184,055.04</b>	<b>\$ 187,369.88</b>	<b>\$ 91,386.24</b>	<b>\$ 11,788.43</b>	<b>\$ 0.67</b>	<b>\$ 0.79</b>	<b>\$ 0.70</b>

ZOO PASS MONTH					TOTAL	NEW	RENEWAL
	2007	2008	2009	(-)/(+)			
January	\$ 2,209.00	\$1,389.00	\$ 1,827.00	\$ 438.00	33	5	28
February	\$ 976.00	\$ 1,353.00	\$ 3,977.00	\$ 2,624.00	70	41	29
March	\$ 8,668.00	\$ 8,216.00	\$ 12,073.00	\$ 3,857.00	208	108	100
April	\$ 13,989.00	\$ 21,320.00	\$ 20,447.00	\$ (873.00)	375	231	144
May	\$ 17,902.00	\$ 23,609.00	\$ 32,600.00	\$ 8,991.00	565	264	301
June	\$16,416.00	\$18,958.00	\$23,237.00	\$ 4,279.00	405	175	230
July	\$ 14,641.00	\$ 18,800.00					
August	\$ 7,013.00	\$ 11,732.00					
September	\$ 4,209.00	\$ 6,444.00					
October	\$ 2,641.00	\$ 5,022.00					
November	\$ 2,034.00	\$ 2,855.00					
December	\$ 4,568.00	\$ 5,115.00					
<b>TOTAL</b>	<b>\$ 95,266.00</b>	<b>\$ 124,813.00</b>	<b>\$ 94,161.00</b>	<b>\$ 19,316.00</b>	<b>1656</b>	<b>824</b>	<b>832</b>

11/11

11a11

### Weather Key

1 = Sunny

53961

### Total Attendance

# LIBRARY Brown County

515 PINE STREET  
GREEN BAY, WISCONSIN 54301-5194

PHONE (920) 448-4400 Ext. 351  
FAX (920) 448-4364

LYNN STAINBROOK  
DIRECTOR

E-MAIL [Stainbrook\\_LM@co.brown.wi.us](mailto:Stainbrook_LM@co.brown.wi.us)  
WEBSITE [www.browncountylibrary.org](http://www.browncountylibrary.org)

## Library Report

June, 2009

### General

The three Brown County libraries located in Green Bay (Central, East and Southwest) distributed 1850 wristbands which allowed kids to participate in the free activities on Green Bay Kids' Day. The libraries also held special events for kids that day which were open to everyone.

Free lunches distributed through the Green Bay Schools' Summer Nutrition Program are available weekdays at the Central Library and Southwest Branch. Kids up to age 18, in these targeted areas, are eligible to receive a nutritious, healthy box lunch. Kick-off events at both locations featured a performance of *The Hungry Thing*.

At all 10 locations (including Bookmobile), the library has more than **500** story times, special events and educational programs scheduled for kids and teens from June through August.

Staff at several locations continue to proctor exams. The GB-PG ran a front page article on this as one of the many services the library provides.

Plans are being made and procedures determined to offer library patrons the option of receiving their holds and overdue notices by email. This will reduce printing and mailing expenses.

### Central Library

Children's librarians made 13 school visits and 32 presentations to promote the Summer Reading Program to 3,185 kids in May and June.

To celebrate Green Bay Kids' Day, the Central Library held two story times with Otto the Dog, called "If You Give a Dog a Wristband..." Attendance totaled 184, including Mayor Jim Schmitt.

The Library Director and children's staff attended the second annual Community Partnership for Children Forum at the Lambeau Atrium. All four GB hospitals are now participating in a program through which staff of Family Services meet with first-time parents identified as having risk factors. The families are provided with resource information, including information about the library's Parent/Teacher Centers and copies of the library's early literacy finger play booklet. Staff also attended the CPC Provider Summit at UWGB to learn about area efforts to reduce truancy.

At the Central Library, 63 volunteers are signed up to staff the Summer Reading Program Sign-up/Prize Station and assist with related educational and entertainment programs at the library.

The Acquisitions department has a summer intern who is helping with parts of ordering, receiving, unpacking, invoicing, magazines, database clean-up, DVD & books on CD processing. She will also intern in Cataloging.

The NEW Zoo was added as a Bookmobile stop for the summer schedule.

(14)

**Ashwaubenon Branch:**

Children's librarian visited 7 schools to promote the Summer Reading Program to 1,784 students.

Positive feedback was received from patrons who participated in the Older Americans Month activities which included a chance to win a Friends canvas book bag (133 entries); a weekly trivia contest with a chance to win a Rental gift certificate (31 entries); and a social.

Staff provided Microsoft Office Word and Internet training sessions.

Staff participated in the APPL (Ashwaubenon Preschool & Parent Learning) Workshop, focusing on language-based activities designed to teach parents how to use words while playing with their children.

Programming included The Red Hat Roselles, who offered a "sunshine & smiles" story time and donated 2 large boxes of cardstock to be used for children's crafting; and "Flower Pounding" with Kelle Hartman at the Green Bay Botanical Garden.

The Library Director, Administrative staff and Branch staff attended a brainstorming session at the Ashwaubenon Village Hall to discuss the possibility of enlarging the branch or a "new build" as a combination library, community center and senior center. Ken Bukowski, Village Trustee and organizer of the meeting, will request that the Village Board set up a committee to further pursue this venture.

**Denmark Branch:**

The branch's Summer Reading Program events have record numbers in attendance.

A new series that offers a variety of programming (card stamping, Wii games, beading, etc.) for tweens (grades 5-8) has been well received.

The tween and adult book clubs continue during the summer and meet at different locations.

**East Branch:**

Eisenhower Elementary School's 2<sup>nd</sup> and 3<sup>rd</sup> graders walked to the Library for visits during the last week of school. They received library cards, checked out materials, and all signed up for the Summer Reading Program. The 3<sup>rd</sup> graders continue to visit once a week as part of Summer School.

Programs included a "Make It and Break It" piñata program (27 registered); 62 attended the Hip-Hop Dance class and the Punk Farm Band, based on the children's book, performed in concert.

**Kress Family Branch:**

Staff met with librarians from UWGB to develop an online training module for new BCL employees based on their existing training for student workers. The two modules will be presented at ALA in June 2010.

De Pere Beautification Committee selected the branch as the location to display a large pot of flowers at the front entrance. These are also placed throughout the city.

A nurse from Prevea pediatrics came to story time for a "Teddy Bear Clinic"; kids brought a stuffed patient while the nurse showed them what to expect during a doctor's visit.

A local writer and collector of toys and Barbie dolls presented a family story time to celebrate Barbie's 50<sup>th</sup> birthday. Customers shared parts of their collections while kids made crafts and cupcakes.

Staff presented the first of three "Playground Picassos"; an art appreciation program for school age kids.

LIBRARY  
*Brown County*

515 PINE STREET  
GREEN BAY, WISCONSIN 54301-5194

PHONE (920) 448-4400 Ext. 351  
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**LYNN STAINBROOK**  
DIRECTOR

E-MAIL [Stainbrook\\_LM@co.brown.wi.us](mailto:Stainbrook_LM@co.brown.wi.us)  
WEBSITE [www.browncountylibrary.org](http://www.browncountylibrary.org)

June 29, 2009

Governor Jim Doyle  
State of Wisconsin  
115 E. State Capitol  
Madison, WI 53702

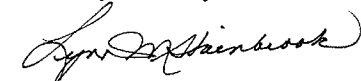
Dear Governor Doyle,

Thank you for considering releasing some of the ARRA funds for renovation of the Brown County Central Library. The Library was informed this week that we would not be receiving any funding. While we are all disappointed that Brown County Library will not benefit from the federal economic stimulus package, we understand that there were many projects under consideration.

During this time of economic recession public libraries are more vital than ever. Our 140 public Internet access computers are busy from morning to night and on weekends. We help people to locate job openings; to apply online; to create email; and to take tests of all kinds - pre-employment, college entrance, and those for post-high school classes. We make available free information for life skills, parenting, health and basic repair and maintenance. We provide free activities for families, as well as DVDs, videos, audio books and our core product - books. The number of items being checked out of the Brown County Library has had double-digit increases during this past year, again demonstrating the library's relevance in challenging economic times.

If future funding opportunities arise, we would appreciate any and all support you and your office could give us. Please let me know if there is any additional information I can provide your office, or any additional service that the library can provide that would be of assistance.

Thank you for your consideration,



Lynn Stainbrook  
Library Director

Cc: Members, Brown County Library Board  
Tom Hinz, County Executive

Enc.

14

*Have you considered remembering the Friends of the Brown County Library in your will or estate?*

## **MEMORANDUM OF UNDERSTANDING**

NOW COMES Ellie's Fund Committee, hereinafter "EFC" and Brown County Facility and Park Management, hereinafter "the County" and sets forth the following Memorandum of Understanding, hereinafter "MOU" pertaining solely and exclusively to the terms and conditions surrounding the implementation of and subsequent transfer of the real estate improvement (children's memorial garden) hereinafter known as "Elliana's Garden" located at Pamperin Park, hereinafter the "facility"

### **TERMS**

#### **Purpose of Agreement**

The purpose of this agreement is to:

1. Establish the approval for allowing Elliana's Garden to be constructed at Pamperin Park, a county-owned facility operated by Brown County Facility and Park Management.
2. Identify the terms and conditions under which Elliana's Garden can be constructed.
3. Identify responsibility for construction costs.
4. Address all issues pertaining to the transfer of Elliana's Garden from EFC to the County.
5. Identify operational and maintenance responsibilities.
6. Identify a process to provide for future improvements and upgrades.

#### **Approval and Duration of Agreement**

1. The County does grant, solely and exclusively for the purposes of the establishment of a children's memorial garden by EFC, all permissions necessary for the establishment of said garden upon the following conditions:
  - a. The garden will be located at Pamperin Park on the west bank of the Duck Creek River on the north side of the swing bridge as indicated in Attachment "A".
  - b. For the duration of the materials used.
  - c. Until such time as the County is no longer in possession of the real property upon which the garden is located, thereafter the terms of such use shall be solely and exclusively at the discretion of the new owner.
2. The duration of the garden project will be from the ground breaking to the completion of project indicated by the ribbon cutting ceremony. At this time the garden will become the property of the County and become part of the Brown County Park system.

#### **Implementation**

1. The County will designate a contact person for EFC. The County contact shall be notified at least 2 days prior to any services being performed by EFC.
2. EFC will designate a contact person who shall represent the organization in all matters pertaining to the services and materials to be rendered under this MOU and through whom all activities can be coordinated.
3. The garden must conform to all federal, state and local code that may pertain to public facilities including but not limited to handicapped accessibility.



4. Any necessary federal, state or local permits will be procured by EFC before the commencement of construction and copies of these permits presented to the County 30 days before construction begins.
5. All required storm water management practices will be adhered to during construction of this garden.
6. The garden shall be installed in following standard landscape construction standards.
7. Garden will be designed to allow for minimum maintenance of plantings, walkways and other landscape aspects.
8. The garden design plan and specifications will be presented to the County at least 14 days prior to the commencement of the installation. In the event the County feels such planned installation is insufficient, the County may request that additional measures be implemented to complete installation to the satisfaction of the County.

#### **Terms of Transfer**

1. The EFC's construction of said garden was at all times done with the intent of transferring the facility to Brown County with the objective being public use.
3. EFC will provide all materials, labor and services without cost to the County to establish Ellie's Garden. This will include all plant material, walkways, physical structures and other landscaping improvements necessary to establish a public garden.
4. EFC agrees to transfer the garden and any and all warranties on any physical structures and labor where applicable.
5. Upon execution of this document and final installation of Ellie's Garden on County property, all interest in said garden will hereafter be forfeited by EFC.
6. EFC hereby states and attests that there, at the time of the transfer, exist no outstanding debts or liens against the facility. EFC agrees to satisfy any liens or debts owed as a result of the construction of the garden, either known or unknown at the time of the execution of this document.
7. EFC shall have the right to publicize and affirm through documentation the donation of the garden to the County
8. Upon execution of this document, The County does acknowledge full and total possession of the facility and thereafter shall hold EFC harmless for any expenses incurred under such possession.

#### **Operational and Maintenance Conditions**

1. The County will allow EFC to assist Park staff in the maintenance of Elliana's Garden to include activities such as weeding, mulching, watering, re-planting, etc. The county would encourage EFC to commit as much time as possible to these maintenance duties.
2. When volunteers are conducting maintenance of this garden, a waiver form shall be signed that contains the information stated in the "Hold Harmless" section #1
3. Any maintenance activities to be performed by EFC will be scheduled and approved by the County prior to commencement.

#### **Future Improvements and Upgrades**

1. The County will allow the EFC to perform future improvements such as plant replacements or new plantings, installation of decorative statuary, benches or other "landscaping", etc. to the garden.
2. Any future improvements and upgrades to the garden shall follow all of the terms and conditions listed in this original MOU.

3. Any improvements/upgrades to be performed by EFC will be scheduled and approved by the County prior to commencement.

### **Hold Harmless**

1. EFC hereby agrees to release, indemnify, defend, and hold harmless Brown County, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this Agreement by EFC. Brown County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.
2. If and when volunteers are being used for construction of this garden, a waiver form shall be signed that contains the information stated above in #1.

### **Insurance**

1. EFC shall, at its expense, maintain insurance in full force and effect during the term of the construction phase under this Agreement in such amounts as to meet the minimum limits of liability specified below. The insurance policies shall be:
  - a. Comprehensive General Liability with limits no less than \$1,000,000 combined single limit per occurrence. Such insurance shall include endorsements for personal injury and contractual liability.

On the Comprehensive General Liability Brown County shall be named as additional insured to the extent of the liability assumed by EFC in the previous Indemnification and Hold Harmless Article. EFC shall promptly upon execution of this Agreement, furnish to the County appropriate certificates of insurance evidencing coverage for the term of this Agreement. The insurance policies shall be subject to cancellation at the completion of the construction phase under this Agreement upon the transfer of the garden to Brown County.

EFC agrees to insure its property against loss covered by the standard fire and extended coverage policy during the construction phase under this Agreement, and hereby waives all claims against the County for loss or damage to the property. This waiver includes insurance deductibles and all other forms of self-insurance, and extends to EFC directors and volunteers.

The Certificate of Insurance shall be delivered to Brown County Facility and Park Management for approval prior to the execution of this MOU.

**Request for Proposal (RFP)**

**For**

**Fox River Trail**

**Design Services**

**Project # 1370**



**Response Deadline**

**August 10, 2009**

**4:00pm Local Time**

**To:**

**Brown County Purchasing Department**

## **Tentative Project Timeline**

July 9, 2009	RFP Submitted to Ed & Rec Committee for Recommended Approval to Post
July 15, 2009	RFP Submitted via Ed & Rec Committee for County Board Approval
July 20, 2009	RFP Posted
July 28, 2009	RFP Questions from potential Vendors due to Purchasing Department
July 31, 2009	Answers to RFP questions posted to Brown County website via Addendum
August 10, 2009	RFP Responses Due to Purchasing Department.
August 11-14, 2009	RFP Review time for Selection Committee
August 17-21, 2009	Possible Interviews if required by Selection Committee
August 28, 2009	Final Selection & Contract award

### **I. RFP Response**

Vendor shall provide the response to this RFP with major sections separated by tabs or dividers. A table of contents shall provide definition to the sections. The binder shall be of such size as to hold the materials comfortably, allowing the reviewer to turn the pages without tearing.

The vendor shall provide one (1) original and three (3) exact clearly marked copies of proposal, each an exact duplicate of the original. The original shall be signed by an authorized employee of the company and be clearly marked on the outside front cover as such.

The response shall include at a minimum, the following:

- Cover Letter signed by authorized employee of the company
- Complete detailed description of services to be offered
- Cost sheet (Attachment B)
- Additional supplemental materials as desired to enhance the proposal

Proposals will be opened and recorded on August 11, 2009 in the Brown County Purchasing Department.

All potential suppliers, by submission of their respective proposals, agree to abide by the rules, regulations and procedures of Brown County. Brown County reserves the right to cancel any order or contract for failure of the successful supplier to comply with the terms, conditions and specifications of the bid proposal and/or contract.

## **II. RFP Due Date:**

All proposals are due to Brown County Purchasing no later than **4:00 p.m. Local Time Monday August 10, 2009**. Submit in a sealed envelope marked "Project 1370 Fox River Trail Design Services". No proposal may be faxed or e-mailed. No proposal may be withdrawn for ninety (90) days. Pricing is to remain firm for ninety (90) days from date of bid/proposal due date.

Proposals **must be stamped in** by the above due date and time per the electronic time stamp in the Purchasing Department. Proposals not stamped by they above due date and time will be rejected. Those wishing to submit proposals are encouraged to verify the time on the receiving stamp as this is the official time used for accepting all Proposals. Time discrepancies between wall clocks, watches, cell phones, etc. will not be honored. The official time stamp is the **only** time that will be used.

### Delivery Address for Hand Delivery, UPS, DHL, Fed X, etc.:

Brown County Purchasing  
305 E. Walnut St. 5<sup>th</sup> Floor  
Green Bay, WI 54301

### Delivery Address for USPS:

Brown County Purchasing  
PO Box 23600  
Green Bay, WI 54305-3600

All questions related to this RFP must be in writing and received by the Brown County Purchasing Department no later than **4:00 p.m. Local Time July 28, 2009** via e-mail to [bc\\_administration\\_purchasing@co.brown.wi.us](mailto:bc_administration_purchasing@co.brown.wi.us). Clearly mark the e-mail: "Project #1370 Fox River Trail Design Services". Phone call and faxed questions will not be accepted.

Answers to all written questions will be answered in the form of an addendum and entered on the Brown County web site (<http://www.co.brown.wi.us/administration/Purchasing/Bids/RFP>) on **July 31, 2009 no later than 4:00 p.m. Local Time**. It is the responsibility of all interested vendors to access the web site for this information. Calls for assistance with the web site can be made to (920) 448-4039.

Selection results will be posted on Brown County web site (<http://www.co.brown.wi.us/administration/Purchasing/Bids/RFP>) after a vendor selection has been made.

## **III. Payment Terms:**

Be advised that by accepting this order/contract the vendor agrees and understands that payment will be made by the county within 30 days of the receipt of a properly completed invoice or receipt and acceptance of the property or service under the order or contract, whichever is later, with exception of a good faith dispute. See Wisconsin Statute 66.0135.

## **IV. Other**

Rejection of proposals: Brown County reserves the right to accept or reject any or all proposals, in whole or in part, received in response to this proposal, to waive or permit cure of minor

irregularities, and to conduct discussions with all qualified suppliers in any manner necessary to serve the best interest of Brown County.

Brown County reserves the right to negotiate an Agreement after the successful firm is selected. Selection will be based only on the proposal submitted and subsequent interviews. Therefore, the proposals must be complete. Submission of a proposal shall constitute a valid offer, which may be accepted by the County for a period of ninety (90) days following the proposal opening.

No vendor will be provided with financial and/or competitive vendor information on this proposal until after the award of contract has been made. To the extent possible, it is the intention of Brown County to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of Brown County. At that time, all proposals will be available for review in accordance with the Wisconsin Open Records Law. Brown County shall not be held liable for any claims arising from disclosure required under the Wisconsin Open Records Law.

Contractor verification prior to award: Contractor's financial solvency may be verified through financial background checks via Dun & Bradstreet or other means prior to contract award. Brown County reserves the right to reject proposals based on information obtained through these background checks if it's deemed to be in the best interest of the County.

Taxes: Brown County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes.

#### **V. State of Wisconsin Requirements:**

This contract shall be subject to the laws of the State of Wisconsin. In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Stats., sexual orientation as defined in s.111.32(13m), Wis Stats, or national origin.

#### **VI. Selection Criteria**

Proposals will be reviewed and scored by a selection committee set up by the County. Award of the contract will be based upon committee recommendation after evaluation of proposals per the criteria identified in attachment C. Proposals will be ranked based on scores and the top scoring proposals *may* be invited in for an interview.

#### **VII. Attachments:**

- A. Scope of Work
- B. Cost Sheet
- C. Scoring Sheet
- D. Reference Sheet
- E. Addendum Sheet
- F. Appeals
- G. Insurance Requirements

## **Attachment A**

### **Scope of Work Project # 1370**

#### **DESIGN SERVICES – FOX RIVER TRAIL**

- I. GENERAL** – Prepare and submit a proposal for design services for work along the Fox River Trail. The construction of this project will be funded through the American Recovery and Reinvestment Act of 2009 for Transportation Enhancement.
- II. SCOPE OF WORK** – Perform design services in accordance with State and Federal regulations for a project on the Fox River Trail in the Town of Rockland, Wisconsin between Rockland Road and Midway Road.
  1. Design work must follow WisDOT Facilities Development Manual for State Let projects.
  2. Design work will include but may not be limited to;
    - a. Pavement Design Report
    - b. Programmatic Environmental Document
    - c. Design Study Report
    - d. Plans, Specifications and Estimates
  3. No new right-of-way will be required.
  4. Utility coordination for non-Trans 220 projects will be required.
  5. The proposed project for which design services are required will entail resurfacing approximately two miles of existing gravel trail with asphalt overlay and 2 foot aggregate shoulders and installing approximately 1200 feet of railing.
  6. County will provide as-built plans for original trail construction which includes pavement and gravel cross-section views.
  7. Final Design Services must comply with all WisDOT requirements and shall be completed and submitted to WisDOT and the County by **December 1, 2009**.

**Attachment B**

**Cost Sheet  
Project # 1370**

Total Cost for Design Services: \$ \_\_\_\_\_

**Vendor information:**

Company Name: \_\_\_\_\_

Minority Business (Yes or No): \_\_\_\_\_  
*For statistical purposes only*

Woman Owned Business (Yes or No): \_\_\_\_\_  
*For statistical purposes only*

Contact/Project Manager: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Date: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## **Attachment C**

### **Proposal Scoring Project # 1370**

All information submitted will be reviewed by a selection committee. Preferred vendor(s) will be selected based on the scoring criterion identified below. If determined necessary by the selection committee, finalists *may* be scheduled to appear before an interview panel. Any interviews will be at the vendor's expense. Those appearing for an interview shall be prepared to discuss their approach to this agreement with the selection committee.

#### **Scoring Criterion**

Specifications	Percentage
1. Cost	40
2. Organizational/Staff Capabilities and Qualifications	25
3. Experience on Similar Projects	15
4. Performance Requirement	10
5. Project Schedule	10
Total Points	100

**Evaluation Factors:** The evaluation factors to be used in proposal scoring are described below:

**Cost** – Identify and list all costs associated for the design services requested in this document.

**Organizational/Staff capabilities and qualifications** – Describe firm's experience and capabilities of providing design services consistent with WisDOT's requirements for State Let projects. Describe education and work experience for each of key staff who would be assigned to the project.

**Experience on similar projects** – Describe the firm's experience and capabilities of providing design services that will need to be performed in accordance with the WisDOT Facilities Development Manual particularly related to recreational trail development. Describe these similar experiences including for whom the work was done, the type and scope of the services provided and dates the work was done.

**Performance Requirement** – Describe your firm's availability and capability to meet the mandated completion date. Include any scheduled workloads that may present a conflict with this project.

**Project Schedule** – The proposal shall include a proposed project schedule identifying key tasks and the completion dates. Design Services for the construction project shall be completed no later than **Dec. 1, 2009**.

The County will consider only responsive and responsible vendors. Responsible criteria may include, but is not limited to, financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform the requirements as described herein. The County may also consider references, information obtained from background checks, and any information submitted or otherwise obtained by the County to make this determination.

The County may decide not to award a contract to vendor(s) if the owner and/or interpreter providing the services has any criminal convictions, been convicted of any crime that impugns honesty or integrity, has unsatisfied tax or judgment lien, or convicted of any other crime that may interfere with providing suitable services as described herein and/or as determined by the County. The recommendation for award shall be based upon the proposal, which represents the most advantageous overall response for Brown County, all factors considered.

**Attachment D**

**Reference Data Sheet  
Project #1370**

Provide a current list of references. The references provided should be for services provided from the office that would be servicing this contract.

Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

**Attachment E**

**Addendum Sheet  
Project #1370**

The undersigned acknowledges receipt of the following addendum:

Addendum #1 _____	Initials _____
Addendum #2 _____	Initials _____
Addendum #3 _____	Initials _____
Addendum #4 _____	Initials _____
Addendum #5 _____	Initials _____

The undersigned agrees with the following statement:

I have examined and carefully prepared the Bid/RFP from the plans and specifications and have checked the same in detail before submitting the Bid/RFP to Brown County. Attached is my listing of subcontractors along with their respective trades-if applicable.

Name \_\_\_\_\_  
Signature \_\_\_\_\_

Date \_\_\_\_\_

If this Bid/RFP is assigned a project number all vendors are responsible to check for addendums, posted on our web site at [www.co.brown.wi.us](http://www.co.brown.wi.us), for this project prior to the due date. No notification will be sent when addendums are posted unless there is an addendum within three business days of bid due date.

All vendors receiving initial notification of project and those who register as downloading the project off our web site will be notified, by Brown County, of all addendums issued with-in 3 business days prior to due date. If Bid/RFP has already been submitted, vendor is required to acknowledge receipt of addendum via fax or e-mail prior to due date. New Bid/RFP quote must be submitted by vendor if addendum affects costs.

Vendor's that do not have internet access are responsible to contact our purchasing department at 920-448-4039 to ensure receipt of addendums issued.

Bids/RFP's that do not acknowledge addendums may be rejected.

All Bids/RFP's submitted will be sealed. Envelopes are to be clearly marked with required information. Sealed Bids/RFP's that are opened by mistake due to inadequate markings on the outside may be rejected and returned to the vendor.

## **Attachment F**

### **Appeals Project #1370**

To: Vendors  
RE: Brown County Appeals process

An appeal refers to a written request from a vendor for reconsideration of vendor selection on either a Bid/RFP.

Appeals may be submitted for the following purchases:

- a) The item is a public work project bid under Section 55.52 (29) and 66.29 of the Wisconsin Statutes, or
- b) The item price is \$5000 or more or the total order is \$10,000 or more, and
- c) Vendor selection was based on factual errors, or
- d) The lowest price vendor was not selected, or
- e) Failure by the county or its agents to adhere to the county's policies and procedures or other legal requirements.

Appeals shall be submitted in writing and should specify the factual error or policy, procedure or other legal requirement which has been violated. Vendor appeals are to be submitted to the Internal Auditor within 72 hours of receipt of rejection letter. Appeals not containing the necessary information or not filed on a timely basis shall be rejected by the Internal Auditor.

If the Internal Auditor determines that an appeal is valid, an appeals hearing shall be convened. A decision on all appeals will be rendered within 5 working days of the date upon which the request for appeal was received. All decisions of the Appeals Committee or Executive Committee shall be final.

Submit to: Brown County Internal Auditor  
P.O. Box 23600  
Green Bay, WI. 54305-3600.

## Insurance Requirements Project #1370

Vendor hereby agrees to release, indemnify, defend and hold harmless Brown County, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by contractor, its officers, officials, employees, agent or assigns. Brown County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

Vendor, Contractor, Tenant, Provider, Organization or other (will be referred as Outside Contractor) shall provide and maintain at its own expense during the term of their agreement, the following insurance policies covering its operations hereunder are minimum requirements. Such insurance shall be provided on a primary basis by insurer(s) financially solvent and authorized to conduct business in the State of Wisconsin.

(1)	<p>Worker's Compensation Insurance and Employers Liability.          State Statutory workers' compensation Limits          Employer Liability, \$100,000 each accident.</p>				
(2)	<p>Comprehensive General Liability (Occurrence Form).</p> <ul style="list-style-type: none"> <li>• Products and Completed Operations</li> <li>• Personal Injury and Advertising Liability</li> <li>• Independent Contractors/Protective</li> </ul> <table border="0" style="width: 100%;"> <tr> <td style="width: 40%;">Limits of Insurance</td> <td>\$1,000,000 per occurrence</td> </tr> <tr> <td></td> <td>\$1,000,000 aggregate</td> </tr> </table>	Limits of Insurance	\$1,000,000 per occurrence		\$1,000,000 aggregate
Limits of Insurance	\$1,000,000 per occurrence				
	\$1,000,000 aggregate				
(3)	<p>Business Automobile Liability. Business Automobile Liability covering all owned, hired, and non-owned vehicles.</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 40%;">Limits of Insurance</td> <td>\$1,000,000 per occurrence for bodily injury and property damage.</td> </tr> </table>	Limits of Insurance	\$1,000,000 per occurrence for bodily injury and property damage.		
Limits of Insurance	\$1,000,000 per occurrence for bodily injury and property damage.				
(4)	<p>Excess/Umbrella Liability.</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 40%;">Limit of Insurance</td> <td>\$1,000,000 per occurrence</td> </tr> </table>	Limit of Insurance	\$1,000,000 per occurrence		
Limit of Insurance	\$1,000,000 per occurrence				

The Outside Contractor agrees that the General Liability and Automobile Liability insurance policies shall be endorsed to name Brown County as additional insured's as respects: liability

arising out of activities performed by or on behalf of the vendor/contractor: products and completed operations of vendor/contractor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection to the County.

#### Subcontractor

Subcontractors of the Outside Contractor shall also be in compliance with these requirements, including but not limited to, the submittal of a Certificate of Insurance that meet the same requirement outlined for the Outside Contractor.

#### Waiver of Subrogation

Insurers shall waive all subrogation rights against Brown County on all policies required under this requirement.

#### Cancellation Notice

Brown County will be given 30 days notice in advance of cancellation, non-renewal, or material change in coverage.

#### Proof of Insurance

A valid Certificate of Insurance shall be issued to "Brown County" prior to commencement of work and meeting the requirements listed to avoid any interruption of normal business services and transactions. Certificates must bear the signature of the insurer's authorized representative.

The insurance certificate must be issued by companies licensed to do business in the State of Wisconsin or signed by an agent by the State of Wisconsin.

The certificates of insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County.

The certificates of insurance shall include reference to the contract name or RFP number in the description section of the certificate.

The certificate of insurance will be delivered to Brown County prior to the execution of the contract.

Brown County  
Department of Administration  
P.O. Box 23600  
305 E. Walnut Street  
Green Bay, WI 54305-23600

#### Questions

If any of the insurance requirements cannot be met, please contact the Brown County Human Resource Risk Administration to explain what coverage's you are unable to obtain on your policy. Please provide information on what contracts you are bidding on or currently hired to work on.

Special considerations will be given if the required amounts cannot be met. This will only take place after an insurance waiver form is completed.

*\*\*\* Brown County shall be named as an additional insured with respects to liability coverage's other than professional liability and will be given 30 days notice in advance of cancellation, non-renewal, or material change in coverage. A certificate of insurance evidencing such coverage's shall be placed on file with the County prior to commencement of work under this contract.\*\*\**

## **Tentative Project Timeline**

July 9, 2009	RFP Submitted to Ed & Rec Committee for Recommended Approval to Post
July 22, 2009	RFP Submitted via Ed & Rec Committee for County Board Approval
July 27, 2009	RFP Posted
August 4, 2009	RFP Questions from potential Vendors due to Purchasing Department
August 6, 2009	Answers to RFP questions posted to Brown County website via Addendum
August 13, 2009	RFP Responses Due to Purchasing Department.
August 14-19, 2009	RFP Review time for Selection Committee
August 20-25, 2009	Possible Interviews if required by Selection Committee
August 31, 2009	Final Selection & Contract award

*job*